

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO.3778 OF 2007.
IN
FIRST APPEAL NO. 2047 OF 2007.

M/s.Bajaj Allianz General Insurance Co.Ltd. ... Applicant.
Versus.
Dilip Ramrao Sonawane & others ... Respondents.

Shri Dilip Mahadik i/by M/s.S.R.Singh & Co. for the Applicant.

Shri P.J.Pawar for the Respondents No.1 & 2.

CORAM : ABHAY S.OKA, J.

DATED : 21st November, 2007.

P.C.:

1. Heard the Advocate appearing fro the Applicant and the Advocate for Respondents Nos.1 and 2. Service of notice to other Respondents is not necessary as the 1st and 2nd Respondents are the contesting parties.

2. As the impugned award is in the nature of a money decree, the Applicant will have to deposit the entire amount payable as per the Award. The defence of the Applicant to the petition filed by the Respondents Nos.1 and 2 was that the owner of the offending vehicle has committed breach of the terms and conditions of the policy. The said defence has not been accepted by the Tribunal.

3. Hence the Civil Application is disposed of by

passing the following order:

- i) There will be interim relief in terms of prayer clause (a), subject to the Applicant depositing with the concerned Tribunal the entire amount due and payable as per the impugned award within a period of 8 weeks from today. If the amount is not deposited, the interim relief will stand vacated without further reference to the Court. It is obvious that the Applicant will be entitled to adjustment of the amounts which are deposited earlier.
- ii) If the entire amount is deposited, the Tribunal will permit the 1st and 2nd Respondents to withdraw a total sum of Rs.75,000/- without security and a further amount of Rs.50,000/- on furnishing security to the satisfaction of the Tribunal. The balance amount shall be invested by the Tribunal in a fixed deposit with any nationalised bank. The fixed deposit shall be renewed from time to time till final disposal of the Appeal.

Judge.